

Remarks

Claims 1-20 are pending in this application. Claims 1 and 7 have been amended. The examiner has rejected claims 1-20 as being obvious under 35 U.S.C. § 103(a) over U.S. Patent No. 6,236,901 to Goss in view of U.S. Patent No. 6,286,038 to Reichmeyer.

Claims 1-20 are Not Obvious Over Goss and Reichmeyer

A *prima facie* case of obviousness requires that each and every element of the claims is taught or suggested by the references cited. Claims 1-20 are not obvious over the combination of Goss and Reichmeyer because the combination fails to teach or suggest all of the elements of the Applicants' claims.

First, the combination of Goss and Reichmeyer does not teach or suggest establishing a communication link between the computer network (or a processing unit of the computer network) being manufactured, assembled, or provided for a customer and an existing computer network of the customer. In a previous office action, the Examiner stated that Goss does not teach the steps of remotely configuring a network. (Office Action dated 1/23/2006, p.2) Applicants contend that Goss also fails to teach or suggest establishing a communication link between the computer network (or a processing unit of the computer network) being prepared for a customer and an existing computer network of the customer. Goss fails to discuss any situation in which a computer system being manufactured for a customer communicates with an existing computer network of the customer. Reichmeyer fails to cure this deficiency. Reichmeyer also does not discuss communication between the computer network (or a processing unit of the computer network) **being prepared for a customer** and an existing computer network of the customer. At best, Reichmeyer discusses manual configuration of a network device by a system

administrator, after manufacture and shipping. (Reichmeyer, col.3:23-29) That is, Reichmeyer teaches that the system administrator, the *customer, alone* configures a network device *after it has been manufactured and shipped*. The Applicants would like to note that even though the Examiner has cited references as teaching configuration before shipment, the Examiner has rejected the claims under 35 U.S.C. 103(a) on the combination of Goss and Reichmeyer alone. (Office Action, p.2) Reichmeyer, Goss, and any combination thereof fail to teach or suggest establishing a communication link between the computer network (or a processing unit of the computer network) **being manufactured, assembled, or provided for a customer** and an existing computer network of the customer, as required by all of the independent claims. For this reason alone, the independent claims are not obvious over the combination of Reichmeyer and Goss and should be passed to issuance.

Second, the combination of Goss and Reichmeyer does not teach or suggest a method for manufacturing, assembling, or providing a computer network for a customer in which data concerning a **service directory** of an existing computer network of the customer is transferred to the computer network before the shipment of the computer network to the customer, as required by all of the independent claims. Each of the independent claims involves the use of data concerning a **service directory of the customer** to configure or synchronize a portion of the computer network being manufactured, assembled, or provided to the customer before shipment. The Applicants' Specification describes the functions of a service directory as both cataloging information about the network in which it resides and managing the distributed computer resources of the network, and Applicants provide an example of a service directory. (Spec., p.8) Goss does not discuss computer networks in detail and fails to teach or suggest service directories or any form of cataloging or managing of computer network resources. The

Examiner fails to specifically point out how Reichmeyer allegedly teaches “transferring to the computer network data concerning the service directory of the existing computer network of the customer.” (Office Action, p.2) The Examiner states, “Reichmeyer teaching establishing communication between two systems via a network so as to synchronize configuration between the two systems.” (Office Action, p.2) This does not in any manner teach or suggest a **service directory**, as required by the claims or as described by the Specification. Furthermore, this statement, and Reichmeyer itself, fails to teach or suggest transferring data regarding a **service directory of the customer** to the computer network. Finally, Reichmeyer fails to teach or suggest transferring such data *before the shipment* of the computer network to the customer. As stated above, even though the Examiner has cited references as teaching configuration before shipment, the Examiner has rejected the claims under 35 U.S.C. 103(a) on the combination of Goss and Reichmeyer alone. (Office Action, p.2) Reichmeyer, Goss, and any combination thereof fail to teach or suggest a method for manufacturing, assembling, or providing a computer network for a customer in which data concerning a **service directory** of an existing computer network of the customer is transferred to the computer network before the shipment of the computer network to the customer, as required by all of the independent claims. For this reason alone, the independent claims are not obvious over the combination of Reichmeyer and Goss and should be passed to issuance.

Because the above elements of the independent claims are not shown by the combination of Goss and Reichmeyer, a *prima facie* case of obviousness is not established. As such, the independent claims and all base claims which depend therefrom should be passed to issuance.

Conclusion

Applicants respectfully submit that pending claims 1-20 of the present invention are allowable. Applicants respectfully request that these claims be passed to issuance.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Fulghum', is written over a horizontal line.

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